

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haynes North America, Inc.		06/25/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Haynes Publishing Group PLC		
Street Address:	Sparkford		
City:	Yeovil		
State/Country:	GREAT BRITAIN		
Postal Code:	BA22 7JJ		
Entity Type:	Public Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2389166	CLYMER	
CORRESPONDENCE DATA			
Fax Number:	3129130002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129133302		
Email:	docketing@mbhb.com, moran@mbhb.com, potempa@mbhb.com		
Correspondent Name:	Eric R. Moran		
Address Line 1:	300 South Wacker Drive, 31st Floor		
Address Line 2:	McDonnell Boehnen Hulbert & Berghoff LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Eric R. Moran		
SIGNATURE:	/Eric R. Moran/		
DATE SIGNED:	06/27/2018		
Total Attachments: 4			
source=Deed of Assignment from Haynes North America to Haynes Publishing 25 Jun 2018#page1.tif			
source=Deed of Assignment from Haynes North America to Haynes Publishing 25 Jun 2018#page2.tif			
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DEED OF ASSIGNMENT

THIS ASSIGNMENT is made the 25th day of June 2018

BETWEEN Haynes North America, Inc, a company formed and incorporated under the laws of the state of California, of 861 Lawrence Drive, Newbury Park, California 91320, USA (hereinafter called "the Assignor") of the one part, and Haynes Publishing Group PLC, a company formed and incorporated under the laws of England & Wales, company no. 00659701, of Sparkford, Yeovil, BA22 7JJ, GB (hereinafter called "the Assignee") of the other part.

WHEREAS

(A) The Assignor is the proprietor of the trade mark and US Trade Mark Registration therefor set forth in The Schedule hereto (the Mark).

(B) The parties hereto have agreed that the Mark shall be transferred by the Assignor to the Assignee.

THIS DEED WITNESES AS FOLLOWS

1.1 The Assignor hereby ASSIGNS unto the Assignee with full title guarantee all right, title and interest in and to the Mark, together with all rights of action, power and benefit belonging, accrued or arising therefrom, including the right to claim convention priority, and the right to take proceedings to recover damages and claim all other relief in respect of any acts of infringement, passing off and any other rights of enforcement in connection therewith, whether such acts shall have been committed before or after the date of this Assignment, together with the goodwill of the business relating to the goods in respect of which the Mark is registered.

2.1 The Assignor warrants in favour of the Assignee that at the date hereof that it is the sole legal & beneficial owner of the Mark, the Trade Mark Registration detailed in the Schedule are subsisting and that nothing has been done nor has any event occurred whereby the same may be declared void or invalidated.

3.1 The Assignor covenants that he will execute all documents, papers, forms and authorisations and depose to or swear all declarations or oaths which may be necessary for securing, completing or absolutely vesting full right, title and interest to the Trade Mark Registration in favour of the Assignee or of conferring on

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them all rights of action in relation to any passing off by third parties at the date hereof.

4.1 The Assignor further covenants that the Assignee shall have and enjoy quiet possession of the Mark uninterrupted or disturbed by the Assignor or any person claiming under or in trust for them.

5.1 This Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Assignment, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

6.1 Each party acknowledges to the other that it has not been induced to enter into this Assignment by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Assignment. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Assignment shall be for breach of contract under the terms of this Assignment. Nothing in this Assignment shall exclude liability for fraud or fraudulent misrepresentation.

7.1 A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Assignment.

8.1 Any notice or other communication under, or in connection with, this Assignment must:

- i. be in writing and;
- ii. delivered personally, or sent by first class pre-paid recorded delivery post, or special delivery post, to the party due to receive that notice at the address set out in this Assignment (or to another address as may from time to time have been notified in writing to the other parties in accordance with this Clause 8).

8.2 Any notice or other communication will be deemed to have been served:

- i. if delivered personally, when left at the address referred to in clause 8.1;
- ii. if sent by first class pre-paid recorded delivery post, two days after posting it; and
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery

receipt is signed.

8.3 Notice given under this Assignment shall not be validly served if sent by email.

8.4 This clause 8 shall not apply to the service of any proceedings or other documents in any legal action.

9.1 This Assignment and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

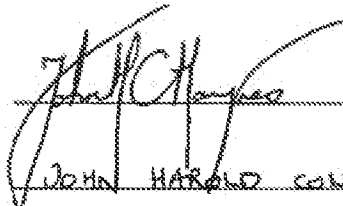
9.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which this Assignment has been executed and delivered as a Deed the date and year first written above.

For and on behalf of
Haynes North America Inc

Name

Position



JOHN HAROLD COLEMAN HAYNES

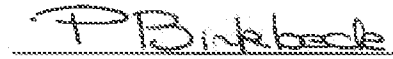
PRESIDENT

In the presence of:

Signature

Name

Address



Philippa Birkbeck


Vale Cottage, Whitechurch Lane

Henstodge, Somerset, BA8 0PA,

For and on behalf of
Haynes Publishing Group PLC

Name

Position



RICHARD BARKER

GROUP FINANCE DIRECTOR

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In the presence of:

Signature P Birkbeck
Name Philippa Birkbeck
Address VALE COTTAGE, WHITECHURCH LANE
HENSTRIDGE, SOMERSET, BA8 0PA

THE SCHEDULE

Mark	Registration No.	Filing Date	Class
CLYMER	2389166	16-09-1998	16

Goods

Publications, namely books about the valuation, collection, service and repair of water and land vehicles

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